

प्रेषक,

सुशील कुमार-V (JO Code-UP-01838)

मुख्य न्यायिक मजिस्ट्रेट

गाजीपुर।

सेवा में,

माननीय महानिबन्धक,
माननीय उच्च न्यायालय,
इलाहाबाद।

द्वारा,

माननीय जनपद न्यायाधीश,
गाजीपुर।

विषय:- माननीय उच्च न्यायालय के परिपत्र संख्या-25/एडमिन (ए) दिनांक 13 जुलाई सन 1998 के अनुपालन में M/S Emaar MGF Ltd (अंतर्राष्ट्रीय ख्याति प्राप्त रियल स्टेट पंजीकृत कम्पनी) से प्लॉट संख्या GGP-E-E02/06 स्थित गोमती ग्रीनस लखनऊ को कय किये जाने के संबंध में सूचना एवं पंजीकृत विक्रय विलेख (sale deed) निष्पादित कराये जाने हेतु अनुमति प्रदान किये जाने के संबंध में।

महोदय,

1. निवेदन है कि आवेदक जनपद न्यायालय गाजीपुर में उपरोक्त पद पर कार्यरत है। आवेदक द्वारा भू-स्वामी M/S Emaar MGF Ltd (अंतर्राष्ट्रीय ख्याति प्राप्त रियल स्टेट पंजीकृत कम्पनी) से प्लॉट संख्या GGP-E-E02/06 स्थित Gomti greens sector-7 Gomti nagar Extention Amar shaheed path Lucknow का आवंटन दिनांक 20.03.2020 पत्र [Alloment Letter/ Confirmation letter] संख्या TL/ GG/ 715055/ 20200320183530088 प्राप्त किया गया। उपरोक्त कम्पनी के साथ प्रश्नगत प्लॉट कय किये जाने हेतु मेरे द्वारा वांछित औपचारिकताएं पूरी की जा चुकी हैं।
2. यह कि उपरोक्त M/S Emaar MGF Ltd (अंतर्राष्ट्रीय ख्याति प्राप्त रियल स्टेट पंजीकृत कम्पनी) कम्पनी अधिनियम के अंतर्गत पंजीकृत है और उपरोक्त भू-खण्ड की स्वामी है।
3. यह कि उपरोक्त प्लॉट को आवंटित करने से पूर्व भू-स्वामी कम्पनी द्वारा पूर्व में श्रीमती अपर्णा दूबे पत्नी अरविन्द दूबे निवासी-टाइप-4,7/2 गंगा सिचाईपुरम आफिसर्स कालोनी तेली बाग लखनऊ (उत्तर प्रदेश) दिनांक 25.06.2012 को मु0 25,11,600 रुपये में आवंटित किया गया था तथा उपरोक्त तयशुदा धनराशि में से पूर्व अलाटी श्रीमती अपर्णा दूबे द्वारा मु0 25,11,600/-रुपये की धनराशि का भुगतान किस्तों में किया गया। इस प्रकार उपरोक्त श्रीमती अपर्णा दूबे उपरोक्त प्लॉट की मात्र अलाटी तथा भू-स्वामी कम्पनी द्वारा उपरोक्त प्लॉट को पूर्व अलाटी के पक्ष में न तो विक्रीत किया गया था और न ही उक्त कब्जा प्रदत्त किया गया था। इस प्रकार उपरोक्त प्लॉट की स्वामी व कब्जाधारी कम्पनी ही थी। (प्रति संलग्न)
4. यह कि पूर्व अलाटी श्रीमती अपर्णा दूबे द्वारा निर्धारित समय सीमा एवं शर्तों के अनुसार भू-स्वामी कम्पनी से न तो कब्जा और न ही विक्रय विलेख निष्पादित कराने में कोई रुचि प्रकट की गयी। वरन उपरोक्त प्लॉट के आवंटन अधिकारों को अन्य व्यक्ति के अंतरण हेतु भू-स्वामी कम्पनी को अपनी इच्छा प्रकट की गयी।

5. इस बात से संतुष्ट होते हुए कि पूर्व अलाटी श्रीमती अपर्णा दूबे एवं भू-स्वामी कम्पनी का हमारे न्यायालय में कोई वाद-विवाद लंबित नहीं है और न ही उनके द्वारा कोई वाद हमारे द्वारा नियमित किया गया है और न ही हमारा उपरोक्त पक्षकारों के साथ अथवा विरुद्ध किसी भी स्तर पर कोई प्रत्यक्ष अथवा अप्रत्यक्ष हित निहित एवं संबंध है। अतः उपरोक्त परिस्थितियों में मेरे द्वारा उपरोक्त प्लॉट के संव्यवहार हेतु भू-स्वामी कम्पनी एवं पूर्व अलाटी श्रीमती अपर्णा दूबे से वार्ता प्रारम्भ की गयी।

6. यह कि भू-स्वामी कम्पनी व पूर्व आवंटि एवं हमारे मध्य मौखिक वार्ता के अग्रसरण में पूर्व अलाटी द्वारा उपरोक्त प्लॉट क्षेत्रफल 239.2 वर्गगज (200 वर्ग मी0) के आवंटन अधिकार मेरे पक्ष में मु0 17558.52/-रूपये प्रति वर्गगज की दर से अर्थात् 42,00,000/- (बयालीस लाख) रूपया में अंतरित किये जाने हेतु सहमति हुई। उक्त प्लॉट का वर्तमान सर्किल मूल्य मु0. 17,500/-रूपये प्रति वर्ग गज (20500/-रू0 वर्ग मीटर) है। (प्रति संलग्न)।

यह कि पूर्व में अलाटी श्रीमती अपर्णा दूबे द्वारा प्रश्नगत आवंटित प्लॉट की पूर्व आवंटित धनराशि के सापेक्ष कुल 25,11,600/-रूपया भू-स्वामी कम्पनी को प्रदान कर दिये गये (प्रति संलग्न)। उपरोक्त करार के चलते उल्लेखनीय है कि पूर्व अलाटी श्रीमती अपर्णा दूबे द्वारा प्रश्नगत प्रकरण में **प्रार्थी से लाभांश मु0 16,88,400/- (सोलह लाख अठ्ठासी हजार चार सौ) रूपया लेते हुए** उपरोक्त प्लॉट के अधिकार हमारे पक्ष में अंतरित किये गये हैं।

7. यह कि मेरे तथा पूर्व अलाटी श्रीमती अपर्णा दूबे के मध्य जरिए कम्पनी दिनांक 10.02.2020 को उपरोक्त प्लॉट के संबंध में एक **त्रिस्तरीय अनुबन्ध पत्र** निष्पादित हुआ। प्रति संलग्न।

8. यह कि उपरोक्त अनुबन्ध पत्र के अधीन मेरे द्वारा अपने वेतन बचत खाता संख्या-35832507403 से खाता पेयी चेक संख्या-963327 से मु0 8,00,000/-रूपये की अग्रिम धनराशि पूर्व अलाटी को बतौर टोकन मनी के रूप में अदा की गयी तथा शेष 900000/-रूपये की धनराशी मैंने अपने सर्विस बचत खाता संख्या-35832507403 से जरिये डी.डी.सं.-237869 द्वारा पूर्व अलाटी श्रीमती अपर्णा दूबे को प्रदान किये हैं। प्रति संलग्न।

9. यह कि अवशेष (Due all payment) H.D.F.C. बैंक भुगतान हेतु मेरे द्वारा पूर्व अलाटी श्रीमती अपर्णा दूबे को डी.डी. संख्या-237869 को अपने सर्विस एकाउण्ट संख्या 35832507403 से मु0 9,00,000/-रूपया देने के उपरान्त मेरे पक्ष में नवीन आवंटन प्रपत्र संख्या (Allotment letter/ Confirmation letter) संख्या TL/ GG/ 715055/ 20200320183530088 दिनांक 20.03.2020 को निर्गत किया गया। (प्रति संलग्न)

10. यह कि कम्पनी को ट्रान्सफर फीस के रूप में मु0 70,800/- (सत्तर हजार आठ सौ) रूपये का भुगतान मेरे द्वारा वेतन बचत खाता संख्या 35832507403 से डी0 डी0 संख्या 123779 दिनांकित 24.02.2020 को किया गया (प्रति संलग्न)।

11. नवीन आवंटन पत्र के आधार पर अलाटी तथा भू-स्वामी कम्पनी के मध्य उपरोक्त प्लॉट को कय करने हेतु मु0 2,88,500/- (दो लाख अठ्ठासी हजार पाँच सौ) रूपया के ई-स्टाम्प का भुगतान मेरे द्वारा वेतन बचत खाता से एन0ई0एफ0टी0 के माध्यम से किया गया। प्रति संलग्न।

12. इस प्रकार हमारे पक्ष में उपरोक्त भू-स्वामिनी कम्पनी द्वारा प्लॉट संख्या C2/06 स्थित

Gomti greens sector-7 Gomti nagar Extention Amar shaheed path Lucknow का आवंटन अधिकार जारी कर उक्त प्लॉट का कब्जा एवं विक्रय पत्र निष्पादित करने हेतु इस आशय से अनुरोध किया गया है कि उक्त प्लॉट का यथाशीघ्र कब्जा एवं विक्रय पत्र निष्पादित करा लिया जाए।

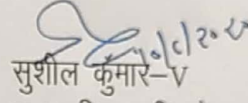
13. इस प्रकार उपरोक्त संबन्धित संव्यवहार से कम्पनी द्वारा आवंटन अधिकार प्राप्त करने के उपरान्त हमारे एवं कम्पनी के मध्य प्रश्नगत प्लॉट का कब्जा एवं विक्रय पत्र किये जाने हेतु वांछित औपचारिकताएं निष्पादित की जा चुकी है, किन्तु माननीय उच्च न्यायालय द्वारा जारी सर्कुलर के अधीन प्रश्नगत प्लॉट का कब्जा एवं विक्रय प्राप्त करने हेतु माननीय उच्च न्यायालय से अनुमति प्राप्त करनी आवश्यक है।

इस प्रकार कम्पनी व मेरे मध्य पंजीकृत विक्रय विलेख (Sale deed) निष्पादित कराने के पूर्व माननीय उच्च न्यायालय से अनुमति दिलाये जाने हेतु प्रार्थना पत्र को माननीय उच्च न्यायालय के समक्ष प्रस्तुत करने की कृपा करें।

आभार सहित।

दिनांक-10-06-2020

भवदीय

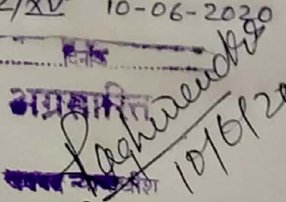

सुशील कुमार-V

मुख्य न्यायिक मजिस्ट्रेट
गाजीपुर।

JO Code-UP-01838

संलग्नक:-

1. Allotment/ Nomination/ confirmation letter issued by company dated 20-03-2020 छाया प्रति
2. त्रिस्तरीय अनुबन्ध पत्र की प्रति।
3. एच0 डी0 एफ0 सी0 बैंक, लखनऊ द्वारा स्वीकृत आवासीय ऋण के मद में निर्गत चैक धनराशि मु0-25,00,000/-रुपये (पच्चीस लाख रुपये) की छायाप्रति।
4. आवासीय ऋण अनुबन्ध दिनांकित 27-02-2020 की छायाप्रति।
5. प्रश्नगत प्लॉट कय करने के प्रारम्भ से अद्यतन भुगतान तक हमारे (श्री सुशील कुमार) वेतन बचत खाता संख्या-35832507403 विवरणी की छायाप्रति।
6. अंतरण फीस के मद में निर्गत डी0 डी0 संख्या-123779 मु0-70,800/-रुपये की छायाप्रति।
7. कम्पनी द्वारा निर्गत पूर्व अलाटी के खाता विवरण की छाया प्रतिलिपि।
8. कंपनी द्वारा निर्गत हमारे खाता विवरण की छायाप्रति।
9. उक्त प्लॉट के वर्तमान सर्किल मूल्य सम्बन्धी अधिसूचना की छायाप्रति।

662/XV 10-06-2020

10/6/20

EMAAR

INDIA

Nomination Letter

Ref No.-TL/GG/715055/20200317124407024

Date :- 17-MAR-20

Mr. Sushil Kumar

610/208 Keshav Nagar, Sitapur Road,
Lucknow,
Uttar Pradesh,
INDIA

Phone No - 91 9415558323

Subject - Nomination Confirmation for GGP-E-E02/06 at Gomti Nagar Extension, Sector - 7, Amar shaheed Path, Lucknow, Uttar Pradesh.

Dear Mr. Sushil Kumar,

We take this opportunity to welcome you to the Emaar MGF family.

In pursuance of the documents submitted by the previous owner MRS. Aparna Dubey and yourselves, we confirm having completed the nomination formalities on 12-MAR-20 for the captioned unit.

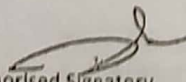
Accordingly now the captioned property stands in the name of Mr. Sushil Kumar. We confirm having received a total sum of Rs.2565900/- towards the captioned property.

Please find enclosed an endorsed set of original documents i.e.

- B Copy of the Buyer's Agreement.
- Receipts

Should you require any other assistance, please get in touch with us at feedback@emaar-india.com or call us at 1-800-103-3643*, +91 124 4416306* (International customers).

Thanking You,
Yours Faithfully,
Emaar MGF LAND LTD.


Authorised Signatory

EMAAR MGF LAND LIMITED

EMAAR BUSINESS PARK, MG ROAD, SIKANDERPUR CHOWK, SECTOR 28, GURUGRAM 122 052, HARYANA
WITHIN INDIA: 1800 103 3643 (TOLL FREE) | INTERNATIONAL: +91 124 441 6306 (STANDARD ISD RATES APPLICABLE)
REGISTERED OFFICE: 306-308, SQUARE ONE, C-2, DISTRICT CENTRE, SAKET, NEW DELHI 110 017. TEL: +91 11 4152 1155, 4948 3100
FAX: +91 11 4152 4619 | CIN: U45201DL2005PLC133161 | EMAIL: ENQUIRIES@EMAAR-INDIA.COM

Affix Non
Judicial
Stamp
Paper for
Rs. 100

Document No. 19

INDEMNITY CUM UNDERTAKING OF THE ASSIGNEE(S)/NOMINEE

THIS Indemnity Bond cum Undertaking is made on this 10th day of FEB,2020 by Sushil Kumar R/o 610/208 Keshav Nagar, Sitapur Road,Lucknow,Uttar Pradesh,India aged about ___years hereinafter referred to as the "Indemnifier" which expression shall include his/her/their heirs, successors, executors, assignees and administrators on the one part.

In favour of

Emaar- MGF Land Limited a company incorporated under the Companies Act, 1956 having its registered office at 306-308, 3rd Floor, Square One, C-2, District Centre, Saket, New Delhi – 110017 hereinafter referred to as the "Beneficiary" which includes its Assignees, Nominees, Successors, etc. of the OTHER PART.

AND WHEREAS Aparna Dubey R/o Type4 7/2,Ganga Sicha Puram Officers Colony,Telibagh,Lucknow,Lucknow,226025,Uttar Pradesh,, R/o hereinafter referred to as "Original Applicant/Allottee" had applied and entered for a provisional registration/registration/booking/allotment/agreement for said unit No. GGP-E-E02/06 at Gomti Greens,Gomti Nagar Extension,Sector - 7, Amar shaheed Path, Lucknow, Uttar Pradesh, admeasuring 239.2 Syd dated 25-JUN-12 with the Beneficiary.

AND WHEREAS the Indemnifier undertakes to pay the balance of the total sale consideration as per the terms and conditions of the Agreement to the Beneficiary directly on assign of the said provisional registration/registration/booking/allotment for the said unit at Gomti Greens,Gomti Nagar Extension,Sector - 7, Amar shaheed Path, Lucknow, Uttar Pradesh. The Indemnifier agrees and confirms that the timelines for offering possession of said Unit are _____and the buyer's agreement to that extent stands amended and the Indemnifier further undertakes to execute a fresh Buyer's Agreement with these amended terms as and when desired by the Company.

AND WHEREAS the Original Allottee has vide letter dated 10-Feb-2020 to the Beneficiary had requested to surrender the said provisional registration/registration/booking/allotment for the Independent Floor/Flat/Plot and wish to Nominate the same in my/our favour. That the Indemnifier has also requested the Beneficiary vide letter dated 10-Feb-2020 to assign the said provisional registration/registration/booking/allotment for the Independent Floor/Flat/Plot in their name as the Nominee(s)/Assignee(s) in place of the Original Applicant/Allottee.

NOW THIS INDEMNITY CUM UNDERTAKING WITNESS

1. That the Indemnifier, accept and agree with the terms and conditions as set out in the Agreement & which he/she have fully understood and undertake to pay all charges and abide by all the terms and conditions of the provisional registration/registration/booking/allotment for the Plot unit and the Terms & Condition of Allotment and other terms imposed by the Beneficiary from time to time.
2. The Indemnifier having been appraised, understands and confirms that being the Nominee / Assignee(s), he / she is not entitled to claim any compensation for delay in handing over possession or rebate under a scheme or otherwise or any other discount by whatever name from the Company and hereby undertakes not to raise any claim whatsoever with regard to the same from the Company, for which the original Applicant / Allottee might have been entitled.
3. That the Indemnifier, shall Indemnify and keep the Beneficiary Indemnified against the loss and damages caused due to the claim of the Indemnifier or any other person claiming under him for

0220/5664

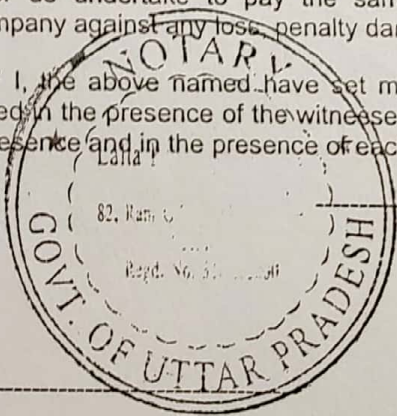
LALTA PRASAD GAURASIA
Advocate & Notary
82, Ram Gopal Vidyani Road
Lucknow (U.P.) (INDIA)
R. N. No. 31/32/2000

5/90

any right, title interest in the said provisional registration/registration/booking/allotment for the said unit and any amounts paid for the aforesaid purpose to the Beneficiary at any point of time in present or future.

4. That the Indemnifier, jointly and severally undertake to keep the Beneficiary, its successors and Assignees harmless and indemnified against any claims, losses, damages, costs including litigation costs, etc. of all kinds whatsoever suffered or incurred directly or indirectly or in any manner whatsoever by the Beneficiary at any point of time in present or future, in respect of the Agreement on account of the Nomination of the said provisional registration/registration/booking/allotment for the said unit in favour of the Indemnifier.
5. That the Indemnifier undertakes and agrees to comply with all the terms and conditions, rules and regulations laid down by the Beneficiary Company for the said provisional registration / registration / booking / allotment for the said unit in the aforesaid project of the Beneficiary Company from time to time.
6. That the Indemnifier undertakes and agrees to execute all other documents as the Beneficiary may feel necessary for the purposes of assignment of the provisional registration / registration / booking / allotment for the said unit and for execution of the said unit Terms & Condition of Allotment or any other document and Sale / Conveyance Deed in his / her favour for the said provisional registration / registration / booking / allotment for the said unit at any point of time in present or future, after making the full payment to the Company.
7. That the Indemnifier have not violated any of the relevant provisions of law particularly the provisions of Indian Stamp Act in making the aforesaid nomination by assignment of right under the said provisional registration/registration/booking/allotment for the said unit and Buyers Agreement/ Amendment Agreement(if any), and if there shall any liability, duty, penalty of whatever kind in this regard, the Indemnifier shall be exclusively liable and responsible therefor, and the Indemnifier do undertake to pay the same and do hereby indemnify and keep indemnified the Company against any loss, penalty damage that may be caused.

IN WITNESS WHEREOF I, the above named, have set my hands on these presents on the date hereinabove first mentioned in the presence of the witnesses who have also set and subscribed their respective hands in my presence and in the presence of each other.



Sushil Kumar
 INDEMNIFIER/DEPONENT

WITNESSES:

1. _____
2. _____

Sushil Kumar
 INDEMNIFIER/DEPONENT

ATTESTED

Lalta Prasad Chaurasia
LALTA PRASAD CHAURASIA
 Advocate & Notary
 82, Ram Gopal Vidyant Road
 Lucknow U.P. (INDIA)
 R. N. No. 31/32/2000

Identify the deponent, the witness who has have signed

0220/5664

(Under taking to be submitted in case of Future demand to be disbursed by the bank/self)

UNDERTAKING

I **Sushil Kumar** R/o 610/208 Keshav Nagar, Sitapur Road, Lucknow, Uttar Pradesh, India by solemnly affirm and declare as under:

I hereby wish to certify that we have purchased unit No. **GGP-E-E02/06** admeasuring 239.2 Syd in Project situated in Gomti Greens, Gomti Nagar Extension, Sector - 7, Amar shaheed Path, Lucknow, Uttar Pradesh.

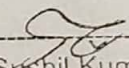
We are aware that the demand for **Installment no 9** is already raised and due on **02-APR-19**. We hereby confirm that the Installment/s will be paid by me through the bank and incase, of any delay in payments, I/we will be liable to pay the Delayed Interest as per the Terms and Conditions appended in the Buyer's Agreement/Amendment Agreement (if any).

We are also aware that the Assignment is subject to clearance of the entire dues i.e. Principal amount, Delayed interest and Nomination charges.


Sushil Kumar
DEPONENT(S)

I **Sushil Kumar** R/o 610/208 Keshav Nagar, Sitapur Road, Lucknow, Uttar Pradesh, India the above named Deponent(s) do hereby verify that the contents of this affidavit are true and correct to the best of m/our knowledge and belief and nothing material has been concealed there from.

Verified at _____ on this the **10th day of FEB, 2020**.


Sushil Kumar
DEPONENT(S)

Place:

Date:

3 ✓

STATE BANK

STATE BANK OF INDIA
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

STATE BANK OF INDIA

HOUSING DEVELOPMENT FINANCE CORPORATION LTD
VALID FOR 12 MONTHS FROM THE DATE OF ISSUE

2 7 0 2 2 0 2 0

PAY APARNA DUBEY A/C 915010050823017 AXIS BANK LTD (UTI BANK)

OR ORDER / अथवा आदेश

RUPEES/रुपये

TWENTY FIVE LAKH ONLY

अदा करें ₹

25,00,000.00

A/c No.

अथवा अ. नं.

00600350153030

FOR HOUSING DEVELOPMENT FINANCE CORPORATION LTD

VALID AT PAR AT ALL CLEARING BANKS OF AXIS BANK LTD

STATE BANK OF INDIA
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

[Signature]

Authorised Signatory

961503 4002400150 714805 30

State Bank of India
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

मांग-द्राफ्ट
DEMAND DRAFT

Key TOKBEN
Dr No 4208

2 4 0 2 2 0 2 0
D D M M Y Y Y Y

APARNA DUBEY

या उनके आदेश पर

ON DEMAND PAY

OR ORDER

रुपये RUPEES Nine Lakh Only

अदा करें ₹ 9,00,000.00

Dr No 000294737669
Name of Applicant

Key TOKBEN, Dr No 4208
SUSHIL KUMAR

AMOUNT BELOW 50000 IN 5

रुपये प्राप्त / VALUE RECEIVED

भारतीय स्टेट बैंक

STATE BANK OF INDIA

अदा करने वाला / DRAWS BRANCH LUCKNOW MAIN BRANCH

कोड नं. / CODE No 00125

[Signature]
Jette Musah Bittu
SS No. 810051

BRANCH MANAGER

9
8
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1

वैधता के लिए कम्प्यूटर प्रिण्टिंग
VALID ONLY FOR COMPUTER PRINTING

वैधता के लिए केवल 3 महीने के लिए
VALID FOR 3 MONTHS ONLY

1. 1000000 से अधिक के लिए दो अधिकृत हस्ताक्षरों से सही होना।
INSTRUCTIONS FOR ₹ 1,00,000 & ABOVE ARE NOT VALID UNLESS SIGNED BY TWO OFFICERS

237869 0000020001 000394 16

भारतीय स्टेट बैंक
State Bank of India
Branch: PATRAKARPURAM BRANCH
/CODE No: 16728
0522-3245630

मांगड्राफ्ट
DEMAND DRAFT

Key: SOMLIN
Sr. No: 41618

2 4 0 2 2 0 2 0
D D M M Y Y Y Y

या उनके आदेश पर
OR ORDER

मांगे जानेपर EMAAR MGF LAND LTD A/C GOMTI GREENS*****

ON DEMAND PAY
रुपये RUPEES **Seventy Thousand Eight Hundred Only**

अदा करें ₹ **70800.00**

AMOUNT BELOW 70801(7/5)

मूल्य प्राप्त / VALUE RECEIVED

OI 000524123779
Name of Applicant

Key: SOMLIN Sr. No: 41618
SUSHIL KUMAR

भारतीय स्टेट बैंक
STATE BANK OF INDIA
अदाकर्ता शाखा / DRAWEE BRANCH: SHIVAJINAGAR GURGAON
कोड क्र. / CODE No: 04448

प्राधिकृत हस्ताक्षरकर्ता
AUTHORISED SIGNATORY

शाखा प्रबंधक
BRANCH MANAGER

₹ 1,50,000/- एवं अधिक के लिखित दो अधिकारियों द्वारा हस्ताक्षरित होने पर ही वैध है।
INSTRUMENTS FOR ₹ 1,50,000/- & ABOVE ARE NOT VALID UNLESS SIGNED BY TWO OFFICERS

कम्प्यूटर द्वारा मुद्रित होने पर ही वैध
VALID ONLY IF COMPUTER PRINTED

केवल 3 महीने के लिए वैध
VALID FOR 3 MONTHS ONLY

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⑈ 1 23 7 7 9 ⑈ 00000 2000⑈ 0005 24⑈ 16

To,
Emaar Mgf Land
Ltd., Emaar
Business Park,
Mehrauli Gurgaon
Road, Sikandarpur
Chowk, Sector-28,
Gurgaon, Haryana

Subject: Assignment/Nomination of the Provisional Allotment of the Plot in Gomti
t: Greens, Gomti Nagar Extension, Sector - 7, Amar shaheed Path, Lucknow, Uttar
Pradesh

Dear
Sir,

I had applied for Provisional Allotment of the Plot Unit No. GGP-E-E02/06 admeasuring about 239.2 Syd in your project at Gomti Greens, Gomti Nagar Extension, Sector - 7, Amar shaheed Path, Lucknow, Uttar Pradesh. I have already paid a sum of Rs. 2511600/- (Rupees Twenty-Five Lakh Eleven Thousand Six Hundred Rupees Only) so far towards the cost of this property as per details below:

Receipt No.	Type	Date	Amount
109658-57	CHEQUE	26-FEB-12	1,00,000.00
270817	CHEQUE	24-MAY-12	1,39,200.00
271845-2	CHEQUE	27-JUN-12	3,58,800.00
272329-1	CHEQUE	11-OCT-12	3,58,800.00
771995	CHEQUE	20-FEB-13	3,58,800.00
097521	CHEQUE	08-MAY-13	3,58,800.00
097522	CHEQUE	24-JUL-13	3,59,000.00
605790	CHEQUE	21-SEP-15	2,39,000.00
546602	CHEQUE	03-JUL-17	98,200.00
310004	CHEQUE	10-JUL-17	1,41,000.00
Total			25,11,600.00

I now want to Assignment/endorse our provisional registration/registration / booking/allotment in favour and in the name of my/our nominee/Assignee(s).i.e **Sushil Kumar** R/o 610/208 Keshav Nagar, Sitapur Road, Lucknow, Uttar Pradesh, India be substituted in place of my name in the said provisional registration / registration / booking / allotment and that the same be completed in their name. For the said substitution / endorsement / assignment of the name, I am sending herewith all original documents including executed Terms & Condition of Allotment, to facilitate the matter. I would request you to kindly do the substitution / endorsement / assignment nomination in your records by endorsing the original booking / registration as well as the Receipts and Terms & Condition of Allotment that are annexed herewith.

After substitution/endorsement/assignment of the name of the said Nominee, I shall have no right or claims with the said provisional registration/registration/booking/allotment nor will we have any lien, interest or right therein. This letter of mine requesting you for assignment /endorsement/Nomination in favour of the Assignee(s)/assignee/my Nominee's name on the said provisional registration/registration/booking/allotment is irrevocable and is not liable to be cancelled by anybody at any point of time in present or future.

Out of the receipts issued by the Company for the sale consideration, I find that the following Receipts have been misplaced / lost. While I declare hereby that these Receipts were not used by me/us for any other purposes, I/We shall be returning them to the Company, as and when located. Meanwhile, I/We am/are furnishing the necessary Affidavit(s) and Indemnity Bond indemnifying the Company from any

0220/5664

Affidavit

[Signature]

Loss caused due to the lost Receipts as mentioned hereinabove.

Receipt No. _____ Date _____ Amount _____/-
Receipt No. _____ Date _____ Amount _____/-
Receipt No. _____ Date _____ Amount _____/-

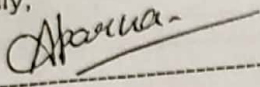
I am enclosing duly verified signatures by our banker for your record.

You are requested to kindly do the needful.

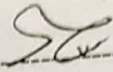
I know **Sushil Kumar** personally and they have signed in our presence.

Thanking you,

Yours faithfully,

Sig _____


Aparna Dubey
Address: Type4 7/2, Ganga Sicha Puram Officers Colony, Telibagh, Lucknow, Lucknow, 226025, Uttar Pradesh.,

Sig _____


Sushil Kumar
Address: 610/208 Keshav Nagar, Sitapur Road, Lucknow, Uttar Pradesh, India



Emaar MGF Land Ltd.
Statement of Account as on 06-Jun-2020

Ref No	20200606130249774	Property Name	Gomti Greens
Customer Name	Mr. Sushil Kumar	Unit Code	GGP-E-EI-0236
Customer No.	185380	Sales Order No.	715055
Address	610/208 Keshav Nagar, Sitapur Road	Payment Plan	Construction Linked Plan
		Sale Price (Rs.)	2,510,194
	Lucknow Uttar Pradesh		
	INDIA		43,054
PAN	AQFPK1029A	IBMS / IFMS	12,620
Email	sushilkumarpcs@gmail.com	Unit Service Tax/GST	2,565,871
Phone	9415558323	Cost of Property (Rs.)	
Area	239.2 SYD		

	(Rs.)	Delayed Payment Charge Amount	(Rs.)
Principal Amount	2,565,871	Delayed Payment Charge Due	-22,121
Principal Due/Overdue with ST	-2,565,900	Less: Delayed Payment Charges Received	-7,499
Less: Amount Received	-29	Less: Delayed Payment Charges Waived**	
Balance due/overdue			-29,100
		Less: Delayed Payment Charge Received in GST*	3,118
		Less: GST Received on Delayed Payment Charge*	-165
		Balance - Delayed Payment Charge (DPC)	0
		GST on Balance - Delayed Payment Charge (DPC)	-165
	-29	Balance - Delayed Payment Charge (DPC) with GST (B)	-194
Balance - Amount Excess Collected (A)		Net Amount Excess Collected (A) + (B)	-194

Statement of Accounts

Details of Payment Requested and Payments Received / Credited				Collection		Delayed Payment Charge (Rs.)	Balance (Rs.)
Sr No	Description	Demand	Date	Receipt / CN/DN* No.	Amount (Rs.)		
				26-FEB-12	109658-57	100,000	-100,000
1	Booking Receipt (Cheque)						0
2	Booking Amount		27-FEB-12				139,200
3	On Booking & within 45 days from the date of allotment		20-MAY-12				0
4	Receipt (Cheque)			24-MAY-12	270817	139,200	366
5	Receipt (Cheque)			27-JUN-12	271845-2	358,800	0
6	Within 3 months from the date of allotment		04-JUL-12				358,800
7	Within 6 months from the date of allotment		02-OCT-12				0
8	Receipt (Cheque)			11-OCT-12	272329-1	358,800	2,123
9	Within 9 months from the date of allotment		31-DEC-12				358,800
10	DPC Received			16-FEB-13	077104-16	2,489	11,088
11	Receipt (Cheque)			20-FEB-13	771995	358,800	944
12	DPC Received			22-FEB-13	180879	12,032	0
13	Within 12 Months from the date of allotment		31-MAR-13				358,800
14	Receipt (Cheque)			09-MAY-13	097521	358,800	9,201
15	Within 15 Months from the date of allotment		29-JUN-13				358,800
16	Receipt (Cheque)			24-JUL-13	097522	359,000	5,898
17	DPC Received			04-DEC-13	347102	7,600	-200
18	On laying of sewer line in front of the plot		06-JUL-15				239,000
19	Receipt (Cheque)			21-SEP-15	605790	239,000	12,101
20	Receipt (Cheque)			03-JUL-17	546602	98,200	0
21	On laying of WBM road in front of the plot-including GST		07-JUL-17				-98,200
22	Receipt (Cheque)			10-JUL-17	310004	141,000	116
23	Intimation of Possession-including GST		02-APR-19				293,471
24	Reverse PLC-including GST (CM #)		11-OCT-19				13,173
25	Receipt (Dd)			27-FEB-20	123777	54,300	427
26	DPC Received			27-FEB-20	781832	29,100	-29
27	Delayed Payment Charges Upto 06-JUN-20						-20



Total	2,565,871	2,617,121	55,437	-26
				Balance due/overdue (A)
				-26
				Delay Payment Charges Upto 06-Jun-2020
				55,437
				Less: Delayed Payment Charges Waived
				-7,493
				Balance - Delayed Payment Charge (DPC)
				-165
				GST on Balance - Delayed Payment Charge (DPC)
				0
				Balance - Delayed Payment Charge (DPC) (B) with GST (B)
				-165
				Net Amount Excess Collected (A) + (B)
				-194

Bounced Cheque Details				
Sr No	Cheque Number	Date	Amount(Rs)	Reversal Reason
1	272329-1	01-OCT-12	358,800	Fund Insufficient..
2	310001	03-JUL-17	141,000	Drawer's signature incomplete/illegible/differs/required

Other Collection (DL/TC)				
Sr No	Cheque Number	Date	Amount(Rs)	Cheque Type
1	123779	27-FEB-20	70,800	00TC

VAT Details						
Sr No	Cheque/FD/BG Number	Receipt/Start Date	Cheque/Maturity Date	Amount(Rs)	Type	Status
1	VAT-DEMANDED	-	02-APR-19	0	VAT-SECURITY DEMANDED	

Sr No	Type	Amount
	Total	0

Holding Charge Amount (Rs.)	(Rs.)
Holding Charges Due including GST	48,440
Less:Holding Charges Received including GST	0
Less:Holding Charges Waived**	52,616
Balance - Holding Charge (HC) including GST	-4,176

***Note:**

-Service tax as applicable is being levied for all the payments received on or after 1st Jul 2010.

-CN - Credit Note No, DN - Debit Note No.

-Total Service Tax applicable as on date is Rs. 12,620/-.

-Delayed Payment Charge amount is calculated as on 06-Jun-2020, final delayed payment charges will be computed as per the receipt of full payment.

-Intimation Of Possession / Offer of possession letter Date: 01-MAR-19.

Net Amount Excess Collected Rs. -194

HVAT Security Rs. 0

Stamp Duty @ 7% Rs. 277,228

-Total Early Payment Rebate till 02-APR-19 is Rs. 47

-For Emaar MGF eServices log on to your portal at <https://eservice.emaar-india.com> and check your account online at your convenience.

E&OE

प्रारूप - 4

(प्रारूप-2 व प्रारूप-3 में दी गयी दरों से भिन्न अन्य सभी प्रकार की अक्षयक भूमि की दरें प्रतिवर्गमीटर में तथा कृषक भूमि की दरें प्रति हेक्टेयर में। उप जिला द्वितीय जिला लखनऊ के अधीन सम्पूर्ण नगरीय, अर्द्धनगरीय तथा ग्रामीण क्षेत्र वर्गीकृत हैं।

सॉफ्टवेयर में आवंटित किया गया डी-कोड	राजस्व ग्राम या मोहल्ले का नाम	अक्षयक भूमि की न्यूनतम दरें वर्गमीटर में					राजस्व ग्रामों में कृषिक भूमि के दरें प्रति हेक्टेयर (लाख रुपये में)		आवासीय से सटी हुई भूमि	सामान्य भूमि की दरें
		नौ मी० या उससे अधिक 12 मी० तक चौड़े रास्ते पर	12 मी० से अधिक 18 मी० तक चौड़े रास्ते पर	18 मीटर से अधिक चौड़े रास्ते पर	सड़क पर स्थित भूमि की दर	सामक मार्ग	सामक मार्ग			
1	2	3	4	5	6	7	8	9		
1126	सरसवां (एम०आर०एम०जी०एफ०)	20500	21500	22500	161	144	161	115		
1079	सराय धेमराज	4800	5000	5200	161	144	161	115		
0390	सरायें दुर्विजयगंज	13000	14000	15400	161	144	161	115		
1123	सरायशेख (डी०बी०डी० ग्रीन सिटी)	19000	20500	21000	161	144	161	115		
1076	सराय शेख	5000	5500	6000	161	144	161	115		
0371	सकदरबाग	13000	14000	15400	161	144	161	115		
0425	सधियालय कालोनी	10000	10500	11600	161	144	161	115		
0370	सुन्दर बाग	16500	17000	18700	161	144	161	115		
0395	सुभाष मार्ग	25000	26000	28600	161	144	161	115		
1133	सेमरा (डी०बी०डी० ग्रीन सिटी)	19000	20500	21000	161	144	161	115		
1095	सेमरा	7500	8000	8800	161	144	161	115		
0336	सेट रामजस रोड	25000	26000	28600	161	144	161	115		
1051	सैथा	3600	3800	4000	161	144	161	115		
0373	संजय गांधीपुरम	20000	20500	22600	161	144	161	115		
1111	सिरगामऊ	1800	2000	2200	161	144	161	115		
1094	सिकरी	7500	8000	8800	161	144	161	115		
1068	सिकन्दरपुर खुर्द	4000	4200	4500	161	144	161	115		
0417	हाला लक्ष्मणदास	20000	20500	22600	161	144	161	115		
0405	हाला मालादीन	13000	14000	15400	161	144	161	115		
0288	हासियतल रोड	15000	15500	17100	161	144	161	115		
1110	हासमेऊ	5000	5200	5500	161	144	161	115		

Page 14 of 15

STATEMENT OF ACCOUNT

Name : SUSHIL KUMAR AND JYOTI
T- IV/4 JUDGES COMPOUND
CIVIL COURT, GHAZIPUR
GHAZIPUR, UTTAR PRADESH
Ghazipur

Date : 26/05/2020

Time : 12:49:25

Cleared Balance : 25,379.39Cr

+MOD Bal : 63,000.00Cr

Limit : 0.00

Int. Rate : 2.75 % p.a.

Account Open Date : 13/06/2016

Statement From : 01/09/2019 to 31/03/2020

STATE BANK OF INDIA
BALLIA
NEAR MITHI CHAURAH
DIST:BALLIA, UTTAR PRADESH 277001
277001

Branch Code :17
Branch Phone :220520
IFSC : SBIN0000017
MICR : 277002002

Account No.:35832507403

Product : SBCHQ-SBP GEN-PUB IND-ALL-INR
Currency : INR

E-mail : sushilkumarpcs@gmail.com

Uncleared Amount : 0.00

Monthly Average Balance: 0

Drawing Power : 0.00

Nominee Name :

Account Status : OPEN

Page No. : 1

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				
02/09/19	02/09/19	DEP TFR NEFT RBI245190572501 6 RBIS0GOUPEP BALLIA TREASURY AT 04430 PAYMENT SYS NEFT RBI245190572501			106295.00	1509848.26Cr 1616143.26Cr
04/09/19	04/09/19	6 RBIS0GOUPEP BALLIA TREASURY CAS PRES CHQ	963327	800000.00		816143.26Cr
08/09/19	08/09/19	UBI APARNA DUBEY ATM WDL ATM CASH 7377 CASH		4000.00		812143.26Cr
23/09/19	23/09/19	CAS PRES CHQ	963331	19471.00		792672.26Cr
25/09/19	25/09/19	HDF Religare Healt CAS PRES CHQ	963333	3068.00		789604.26Cr
25/09/19	25/09/19	HDF HDFC Lucknow INTEREST CREDIT			9895.00	799499.26Cr
03/10/19	03/10/19	POS ATM PURCH SBIPOS002009635151CH 03/10/2019 002009635 151		2550.00		796949.26Cr
03/10/19	03/10/19	POS ATM PURCH OTHPOS119171 SO 03/10/2019 119171		6160.00		790789.26Cr
03/10/19	03/10/19	POS ATM PURCH OTHPOS218405 BA 03/10/2019 218405		5794.00		784995.26Cr
12/10/19	12/10/19	POS ATM PURCH OTHPOS439372 V 12/10/2019 439372		1852.00		783143.26Cr
23/10/19	23/10/19	DEP TFR UPI/CR/929634241780/ 5098998162093 AT 00017 BALLIA			1.00	783144.26Cr
		CARRIED FORWARD :				7,83,144.26Cr

Statement Summary

Dr. Count 8 Cr. Count 3 8,42,895.00 1,16,191.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

STATEMENT OF ACCOUNT

Name : SUSHIL KUMAR AND JYOTI
T- IV/4 JUDGES COMPOUND
CIVIL COURT, GHAZIPUR
GHAZIPUR, UTTAR PRADESH
Ghazipur

Date : 26/05/2020 Time : 12:49:25
Cleared Balance : 25,379.39Cr
+MOD Bal : 63,000.00Cr
Limit : 0.00
Int. Rate : 2.75 % p.a.
Account Open Date : 13/06/2016
Statement From : 01/09/2019 to 31/03/2020

STATE BANK OF INDIA
BALLIA
NEAR MITHI CHAURAH
DIST:BALLIA, UTTAR PRADESH 277001
277001
Branch Code :17
Branch Phone :220520
IFSC : SBIN0000017
MICR : 277002002
Account No.:35832607403
Product : SBCHQ-SBP GEN-PUB IND-ALL-INR
Currency : INR

E-mail : sushilkumarpcsj@gmail.com
Uncleared Amount : 0.00
Monthly Average Balance : 0
Drawing Power : 0.00
Nominee Name :
Account Status : OPEN
Page No. : 2

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
						783144.26Cr
23/10/19	23/10/19	BROUGHT FORWARD : UPI/CR/929634241780/ DEP TFR IMPS929615611975 MOB NO: 7275849009 ACCT NO: XX8503 AT 99922 INTERNET BA			40000.00	823144.26Cr
25/10/19	25/10/19	eCHQ:MAB000362458138 DEP TFR NEFT RBI299196531102 8 RBISOGOUPEP GHAZIPUR TREASUR AT 04430 PAYMENT SYS			105788.00	928932.26Cr
25/10/19	25/10/19	NEFT RBI299196531102 8 RBISOGOUPEP GHAZIPUR TREASUR DEP TFR NEFT RBI299196531102 7 RBISOGOUPEP			105495.00	1034427.26Cr
01/11/19	01/11/19	GHAZIPUR TREASUR AT 04430 PAYMENT SYS NEFT RBI299196531102 7 RBISOGOUPEP GHAZIPUR TREASUR CR RT CHG 3.500 -		20000.00		1014427.26Cr
03/11/19	03/11/19	ATM WDL ATM CASH 1515 SIKAN DEP TFR			3255.00	1017682.26Cr
30/11/19	30/11/19	NEFT RBI335199239349 3 RBISOGOUPEP JAWAHAR BHAWAN T AT 04430 PAYMENT SYS NEFT RBI335199239349 3 RBISOGOUPEP JAWAHAR BHAWAN T			88135.00	1105817.26Cr
02/12/19	02/12/19	DEP TFR NEFT RBI336199516796 4 RBISOGOUPEP GHAZIPUR TREASUR				11,05,817.26Cr
		CARRIED FORWARD :				

Statement Summary

Dr. Count 9

Cr. Count 8

8,62,895.00 4,58,864.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

STATEMENT OF ACCOUNT

STATE BANK OF INDIA
BALLIA
NEAR MITHI CHAURAH
DIST:BALLIA, UTTAR PRADESH 277001
277001
Branch Code :17
Branch Phone :220520
IFSC : SBIN0000017
MICR : 277002002
Account No.:35832507403
Product : SBCHQ-SBP GEN-PUB IND-ALL-INDR
Currency : INR

Name : SUSHIL KUMAR AND JYOTI
T- IV/4 JUDGES COMPOUND
CIVIL COURT, GHAZIPUR
GHAZIPUR, UTTAR PRADESH
Ghaziipur

Date : 26/05/2020 Time : 12:49:25
Cleared Balance : 25,379.39Cr
+MOD Bal : 63,000.00Cr
Limit : 0.00
Int. Rate : 2.75 % p.a.
Account Open Date : 13/06/2016
Statement From : 01/09/2019 to 31/03/2020

E-mail : sushilkumarpcs@gmail.com
Uncleared Amount : 0.00
Monthly Average Balance: 0
Drawing Power : 0.00
Nominee Name :
Account Status : OPEN
Page No. : 3

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				1105817.26Cr
		AT 04430 PAYMENT SYS NEFT RBI336199516796 4 RBISOGOUPEP GHAZIPUR TREASUR				
08/12/19	08/12/19	ATM WDL ATM CASH 4290 SIKAN		20000.00		1085817.26Cr
08/12/19	08/12/19	ATM WDL ATM CASH 4291 SIKAN		20000.00		1065817.26Cr
25/12/19	25/12/19	INTEREST CREDIT			7190.00	1073007.26Cr
31/12/19	31/12/19	POS ATM PURCH OTHPOS538935 MS 31/12/2019 538935		240.00		1072767.26Cr
01/01/20	01/01/20	DEP TFR NEFT RBI002202623410 7 RBISOGOUPEP GHAZIPUR TREASUR AT 04430 PAYMENT SYS			88135.00	1160902.26Cr
06/01/20	06/01/20	NEFT RBI002202623410 7 RBISOGOUPEP GHAZIPUR TREASUR DEP TFR NEFT RBI007203491981 6 RBISOGOUPEP			4153.00	1165055.26Cr
01/02/20	01/02/20	GHAZIPUR TREASUR AT 04430 PAYMENT SYS NEFT RBI007203491981 6 RBISOGOUPEP GHAZIPUR TREASUR DEP TFR			88135.00	1253190.26Cr
04/02/20	04/02/20	NEFT RBI032206510325 2 RBISOGOUPEP GHAZIPUR TREASUR AT 04430 PAYMENT SYS DEP TFR NEFT RBI036207349539 3 RBISOGOUPEP GHAZIPUR TREASUR			17678.00	1270868.26Cr
		CARRIED FORWARD :				12,70,868.26Cr

Statement Summary

Dr. Count 12

Cr. Count 13

9,03,135.00 6,64,155.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

STATEMENT OF ACCOUNT

Name : SUSHIL KUMAR AND JYOTI
T- IV/4 JUDGES COMPOUND
CIVIL COURT, GHAZIPUR
GHAZIPUR, UTTAR PRADESH
Ghazipur

Date : 26/05/2020

Cleared Balance : 25,379.39Cr

+MOD Bal : 63,000.00Cr

Limit : 0.00

Int. Rate : 2.75 % p.a.

Account Open Date : 13/06/2016

Statement From : 01/09/2019 to 31/03/2020

Time : 12:49:25

STATE BANK OF INDIA

BALLIA
NEAR MITHI CHAURAH
DIST:BALLIA, UTTAR PRADESH 277001
277001
Branch Code :17
Branch Phone :220520
IFSC : SBIN0000017
MICR : 277002002

Account No.:35832507403

Product : SBCHQ-SBP GEN-PUB IND-ALL-INDR

Currency : INR

E-mail : sushilkumarpcsj@gmail.com

Uncleared Amount : 0.00

Monthly Average Balance: 0

Drawing Power : 0.00

Nominee Name :

Account Status : OPEN

Page No. : 4

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				1270868.26Cr
04/02/20	04/02/20	AT 04430 PAYMENT SYS ATM WDL				
		ATM CASH 5768 SIKAN		10000.00		1260868.26Cr
05/02/20	05/02/20	ATM WDL		20000.00		1240868.26Cr
05/02/20	05/02/20	ATM CASH 5795 SIKAN ATM WDL		20000.00		1220868.26Cr
07/02/20	07/02/20	ATM CASH 5796 SIKAN ATM WDL		10000.00		1210868.26Cr
07/02/20	07/02/20	ATM CASH 8514 KUCHE ATM WDL		20000.00		1190868.26Cr
07/02/20	07/02/20	ATM CASH 8516 KUCHE ATM WDL		10000.00		1180868.26Cr
24/02/20	24/02/20	ATM CASH 8517 KUCHE DEP TFR UPI/CR/005530696513/ 5098810162098 AT 00017 BALLIA REMT THRU CHQ			2000.00	1182868.26Cr
24/02/20	24/02/20	CHEQUE TRANSFER TO CHEQUE TRANSFER TO REMT THRU CHQ	963340	278612.00		904256.26Cr
24/02/20	24/02/20	CHEQUE TRANSFER TO CHEQUE TRANSFER TO	963341	902000.00		2256.26Cr
27/02/20	27/02/20	CHEQUE TRANSFER TO DEBIT		147.50		2108.76Cr
27/02/20	27/02/20	ATMCard AMC 559601* DEP TFR IMPS005814827590. MOB NO: 9410005994 ACCT NO: XX7950 AT 99922 INTERNET BA			3000.00	5108.76Cr
03/03/20	03/03/20	eCHQ:MAA000456106826 CAS PRES CHQ	963342	1685.00		3423.76Cr
03/03/20	03/03/20	HDF HDFC Lucknow DEP TFR NEFT RBI064200763070 2 RBIS0GOUPEP GHAZIPUR TREASUR			101515.00	104938.76Cr
		CARRIED FORWARD :				1,04,938.76Cr

Statement Summary

Dr. Count 22

Cr. Count 16

21,75,579.50

7,70,670.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

STATEMENT OF ACCOUNT

STATE BANK OF INDIA
 BALLIA
 NEAR MITHI CHAURAH
 DIST:BALLIA, UTTAR PRADESH 277001
 277001
 Branch Code :17
 Branch Phone :220520
 IFSC : SBIN0000017
 MICR : 277002002
 Account No.:35832507403
 Product : SBCHQ-SBP GEN-PUB IND-ALL-IRR
 Currency : INR

Name : SUSHIL KUMAR AND JYOTI
 T- IV/4 JUDGES COMPOUND
 CIVIL COURT, GHAZIPUR
 GHAZIPUR, UTTAR PRADESH
 Ghazipur

Date : 26/05/2020

Time : 12:49:25

E-mail : sushilkumarpcs@gmail.com

Cleared Balance : 25,379.39Cr

Uncleared Amount : 0.00

+MOD Bal : 63,000.00Cr

Monthly Average Balance: 0

Limit : 0.00

Drawing Power : 0.00

Int. Rate : 2.75 % p.a.

Nominee Name :

Account Open Date : 13/06/2016

Account Status : OPEN

Statement From : 01/09/2019 to 31/03/2020

Page No. : 5

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				104938.76Cr
12/03/20	12/03/20	AT 04430 PAYMENT SYS CAS PRES CHQ	963343	24181.00		80757.76Cr
12/03/20	12/03/20	HDF HDFC Lucknow POS ATM PURCH SBIPOS002421774419CH 12/03/2020 002421774		2585.00		78172.76Cr
14/03/20	14/03/20	419 ATM WDL		10000.00		68172.76Cr
14/03/20	14/03/20	ATM CASH 7044 MANDI ATM WDL		10000.00		58172.76Cr
14/03/20	14/03/20	ATM CASH 7045 MANDI CR RT CHG 3.250 -		2144.45		56028.31Cr
15/03/20	15/03/20	POS ATM PURCH OTHPOS446574 FO				
16/03/20	16/03/20	15/03/2020 446574 CHQ TRFR FROM	597047		11000.00	67028.31Cr
16/03/20	16/03/20	REMT THRU CHQ	963345	11060.00		55968.31Cr
17/03/20	17/03/20	CHEQUE TRANSFER TO DFT FVR STOCK HOLDIN DRAWN AT 00125 LUCKN		10000.00		45968.31Cr
18/03/20	18/03/20	ATM WDL ATM CASH 6710 KUCHE CEMTEX DEP			16.08	45984.39Cr
25/03/20	25/03/20	00000000615 150 INTEREST CREDIT			6055.00	52039.39Cr
26/03/20	26/03/20	DEP TFR			2100.00	54139.39Cr
28/03/20	28/03/20	NEFT RBI087203831783 9 RBISOGOUPEP GHAZIPUR TREASUR				
28/03/20	28/03/20	AT 04430 PAYMENT SYS Int arrears 010919 t SWEEP TFR DR		29000.00		25139.39Cr
30/03/20	30/03/20	TRF TO 0039239896325 TERM OF FD 0365D DEP TFR			47253.00	72392.39Cr
		CARRIED FORWARD :				72,392.39Cr

Statement Summary

Dr. Count 30

Cr. Count 21

22,74,549.95

8,37,094.08

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

30/03/20	30/03/20	NEFT RBI090204376608 7 RBISOGOUPEP GHAZIPUR TREASUR AT 04430 PAYMENT SYS DEP TFR			65786.00	138178.39Cr
		NEFT RBI090204376609 1 RBISOGOUPEP GHAZIPUR TREASUR AT 04430 PAYMENT SYS				1,38,178.39Cr
		CLOSING BALANCE :				

Statement Summary

Dr. Count 30

Cr. Count 22

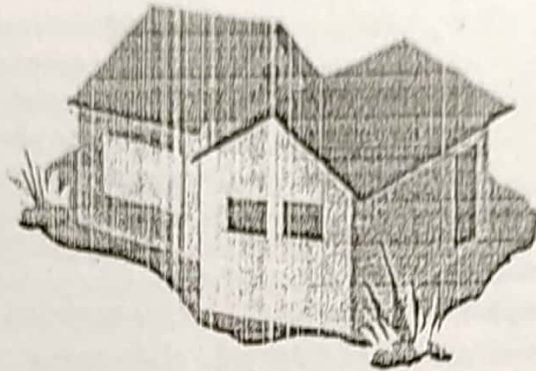
22,74,549.95

9,02,880.08

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

-- END OF STATEMENT --

Loan A/c No. _____



HOME LOAN AGREEMENT

Adjustable Rate (Resident)

&

Most Important Terms and Conditions (MITC).



WITH YOU, RIGHT THROUGH

LOAN AGREEMENT

Resident Adjustable Rate Home Loan

LOAN AGREEMENT made at the place and on the date stated in the Schedule BETWEEN Housing Development Finance Corporation Limited, a Company incorporated under the Companies Act, 1956, and having its registered office at Ramon House, HT Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020, hereinafter called "HDFC" (which expression shall unless the context otherwise requires, include its successors and assigns) of the One Part AND the borrower whose name and address are stated in the Schedule, hereinafter called "the borrower" (which expression shall unless the context otherwise requires, include his heirs, executors, administrators) of the Other Part:

ARTICLE 1 - DEFINITIONS

- 1.1 In this Agreement unless the context otherwise requires:
- (a) The term "Schedule" means the Schedule written after Article 10 of this Agreement.
 - (b) The term "loan" means the loan amount provided for in Article 2.1 of this Agreement and the Schedule.
 - (c) The term "repayment" means the repayment of the principal amount of loan, interest thereon, commitment and/or any other charges, premium, fees or other dues payable in terms of this Agreement to HDFC; and means in particular, amortisation provided for in Article 2.6 of this Agreement.
 - (d) The term "prepayment" means premature repayment as per the terms and conditions laid down by HDFC in that behalf and in force at the time of prepayment.
 - (e) The expression "rate of interest" means the rate of interest referred to in Article 2.2 of this Agreement and as varied from time to time in terms of this Agreement.
 - (f) The expression "Equated Monthly Instalment" (EMI) means the amount of monthly payment necessary to amortise the loan with interest within such period as may be determined by HDFC from time to time.
 - (g) The expression "Pre Equated Monthly Instalment Interest" (PEMII) means interest at the rate indicated in Article 2.2, (as varied from time to time) on the loan from the date/respective dates of disbursement to the date immediately prior to the date of commencement of EMI.
 - (h) The expression "Adjustable Interest Rate" or "AIR" means the interest rate announced by HDFC from time to time as its retail prime lending rate and applied by HDFC with spread, if any, as may be decided by HDFC, on the loan of the borrower pursuant to this Agreement.
 - (i) The expression "Retail Prime Lending Rate" or "RPLR" means the interest rate announced by HDFC from time to time as its retail prime lending rate.
 - (j) The expression "AIR Application Date" means the date on which AIR is applied by HDFC on the loan of the Borrower in terms of this Agreement.
 - (k) The expression "Interest Rate Reset Revision Cycle" or "IRRRRC" means the frequency at which future/further AIRs are applied in terms of Article 2.3 of this agreement.
- 1.2 The term "borrower" wherever the context so requires shall mean and be construed as "borrowers" and the masculine gender wherever the context so requires shall mean and be construed as the feminine gender.
- 1.3 Subject to context thereof the expression "property" shall mean and include land.
- 1.4 The term "construction" shall mean and include extension.
- 1.5 The terms and expressions not herein defined shall where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, have that interpretation and meaning.

ARTICLE 2 LOAN, INTEREST etc.

- 2.1 **Amount of Loan**
The borrower agrees to borrow from HDFC and HDFC agrees to lend to the borrower a sum as stated in the Schedule on the terms and conditions herein set forth.
- 2.2 **Interest**
- (a) Until and as varied by HDFC in terms of this Agreement the AIR applicable to the said loan as at the date of execution of this agreement is as stated in the Schedule.
 - (b) The borrower shall reimburse or pay to HDFC such amount as may have been paid or payable by HDFC to the Central or State Government on account of any tax levied on interest (and/or other charges including the PEMII) on the loan by the Central or State Government. The reimbursement or payment shall be made by the borrower as and when called upon to do so by HDFC.
- 2.3 **Computation of Interest**
The EMI comprises of principal and interest calculated on the basis of monthly rests at the AIR and is rounded off to the next rupee. Interest and any other charges shall be computed on the basis of a year of three hundred and sixty-five days.
PROVIDED all future / further AIRs applicable for the amount of loan lent by HDFC to the borrower shall be applied by HDFC on the basis of Interest Rate Reset Revision Cycle (IRRRRC) stated in the Schedule with the first such application to be done on the first day of the month following the month in which the period of IRRRC computed from the date of the first disbursement of the loan is completed. The subsequent applications shall be made after every period of IRRRC commencing from such first application.
- 2.4 **Details of Disbursement**
The loan shall be disbursed in one lumpsum or in suitable instalments to be decided by HDFC with reference to the need or progress of construction (which decision shall be final and binding on the borrower). The borrower hereby acknowledges the receipt of the loan disbursed as indicated in the Receipt hereinbelow.

Mode of Disbursement

- (a) All payments to be made by HDFC to the Borrower under or in terms of this Agreement shall be made by cheque duly crossed and marked "A/c Payee Only" or through Electronic Payment Systems, collection charges, if any, in respect of such cheques will have to be borne by the borrower and the interest on the HDFC Loan will begin to accrue in favour of HDFC as and from the date of delivery/despatch of the cheque or from the date of issue of transfer instructions in case of Electronic Payment, irrespective of the time taken for the transit/collection/transfer/realisation of the cheque/payment by the borrower or his Bank.
- (b) In the event of borrower opting for payments to be made by post dated cheques, the borrower confirms and agrees that the Applicable Rate of Interest and terms thereof will be as on the date of execution of this Agreement and not as on the date of the cheque which is only relevant for the purposes of accrual of interest. Therefore, any reduction in interest rate prior to the realization of the cheque and after the date of execution of this Agreement will not be available to the borrower. Similarly any increase in the interest rate prior to the realization of the cheque and after the date of the execution of this Agreement will not be passed on to the borrower.

2.6 *Amortisation*

- (a) Subject to Article 2.2 the borrower will amortise the loan as stipulated in the Schedule subject however that in the event of delay or advancement of disbursement for any reason whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which the disbursement of the loan will have been completed and consequently the due date of payment of the first EMI in such case will be the 5th day of the month following such month.
- (b) In addition to (a) above, the borrower shall pay to HDFC PEMII every month, if applicable.
- (c) Notwithstanding what is stated in Article 2.6(a) above and in the Schedule, HDFC shall have the right at any time or from time to time to review and reschedule the repayment terms of the loan or of the outstanding amount thereof in such manner and to such extent as HDFC may in its sole discretion decide. In such event/s the borrower shall repay the loan or the outstanding amount thereof as per the revised schedule as may be determined by HDFC in its sole discretion and communicated to the borrower by HDFC in writing.
- (d) Save and except as provided under sub-article (e) below, for administrative convenience the EMI amount is intended to be kept constant irrespective of variation in the AIR and as a result of this the number of EMIs is liable to vary. No intimation shall be given by HDFC as to the number of EMIs required to be paid by the borrower upon each AIR application. Provided however, the information as to the applicable/applied AIR during the financial year of HDFC and the number of EMIs payable from the last AIR application during such year shall be intimated by HDFC to the borrower annually. The borrower shall pay EMIs until the loan together with interest is repaid in full.
- (e) Notwithstanding anything to the contrary contained in this Agreement, having regard to the AIR for the time being, HDFC shall be entitled to increase the EMI amount suitably if:
- (i) the said EMI would lead to negative amortisation (i.e. EMI not being adequate to cover interest in full), and / or
 - (ii) the principal component contained in the EMI is inadequate to amortise the loan within such period as determined by HDFC.
- The borrower shall be required to pay such increased EMI amount and the number thereof as decided by HDFC and intimated to the borrower by HDFC.
- (f) HDFC may vary its retail prime lending rate from time to time in such manner including as to the loan amounts as HDFC may deem fit in its own discretion.
- (g) The borrower shall of his own accord send to HDFC a statement of his income every year from the date hereof. However, HDFC shall have the right to require the borrower to furnish such information/documents concerning his employment, trade, business or profession at any time and the borrower shall furnish such information/documents immediately.

2.7 *Delay in payment of EMI etc.*

- (a) No notice, reminder or intimation will be given to the borrower regarding his obligation to pay the EMI or PEMII regularly on due date. It shall be entirely his responsibility to ensure prompt and regular payment of EMI or PEMII.
- (b) The delay in payment of EMI or PEMII shall render the borrower liable to pay additional interest at the rate of 18 per cent per annum or at such higher rate as per the rules of HDFC in that behalf as in force from time to time. In such event, the borrower shall also be liable to pay incidental charges and costs to HDFC.

2.8 *Prepayment*

The borrower shall be entitled to prepay the loan, either partly or fully, as per rules of HDFC, including as to the prepayment charges, for the time being in force in that behalf.

2.9 *Terminal Dates for Disbursement*

Notwithstanding anything to the contrary contained herein HDFC may by notice to the borrower suspend or cancel further disbursements of the loan if the loan shall not have been fully drawn within 12 months from the date of the letter of offer.

2.10 *Alteration and Re-Scheduling of Equated Monthly Instalments*

If the loan is not totally drawn by the borrower within a period of 12 months from the date of letter of offer the EMI may be altered and re-scheduled in such manner and to such extent as HDFC may, in its sole discretion, decide and the repayment will be made as per the said alteration and re-scheduling notwithstanding anything stated in Article 2.6 and the Schedule.

2.11 *Liability of Borrower to be Joint and Several*

The liability of the borrower to repay the loan together with interest, etc. and to observe the terms and conditions of this Agreement and any other Agreement/s, document/s that may have been or may be executed by the borrower with HDFC in respect of this loan or any other loan or loans is joint and several.

- 2.12 Upon the borrower opting for any scheme or accepting any offer from his employer providing for any benefit for resigning or retiring from the employment prior to superannuation, or upon the employer terminating his employment for any reason or upon the borrower resigning or retiring from the service of the employer for any reason whatsoever, then notwithstanding anything to the contrary contained in this agreement or any letter or document, the entire outstanding principal amount of the loan as well as any outstanding interest and other dues thereon shall be payable by the borrower to HDFC from the amount or amounts receivable by him from the employer under such scheme or offer.

or any terminal benefit, as the case may be. Provided however, in the event of the said amount or amounts being insufficient to repay the said sums to HDFC in full, the unpaid amount remaining due to HDFC shall be paid by the borrower in such manner as HDFC may in its sole discretion decide and the payment will be made by the borrower accordingly notwithstanding anything stated in Article 2.0 and the Schedule. The borrower hereby irrevocably authorises HDFC to communicate with and receive the said amounts from his employer directly.

2.13 The spread applicable to the borrower for the purpose of computation of AIR is as indicated in the Schedule. In the event of HDFC offering revised spread in future, the borrower shall have the option to opt for the revised spread in respect of the loan, provided if such option is made available by HDFC, with prospective effect upon payment of such fee and execution of documents as HDFC may prescribe in that behalf, it shall be the borrower's responsibility to keep himself informed about the revision in spread from time to time.

ARTICLE 3 COVENANT FOR SECURITY

3.1 Security for the loan

The borrower covenants that the principal sum of the loan, interest, commitment and other charges and any other dues under this agreement shall be secured by such security as HDFC shall determine in its sole discretion with HDFC having the right to decide the place, timing and type of the security including the manner of its creation and/or additional security it may require and the borrower shall create the security accordingly and furnish any such additional security as may be decided by HDFC.

3.2 The borrower shall comply with the following:

- (a) To execute a money bond or a pro-note in favour of HDFC for the amount of the loan.
- (b) To execute any such Agreement/s, document/s, undertaking/s, declaration/s that may be required now or hereafter at any time during the pendency of this loan or any other loan or loans granted by HDFC hereafter.

ARTICLE 4 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

- 4.1 (a) **Utilisation of Borrower's Contribution:** The borrower assures HDFC that he has, prior to receiving the disbursement of the loan this day as aforesaid utilised his own contribution i.e. the cost of the property less HDFC's loan.
- (b) **Compliance:** The borrower has assured HDFC that he has complied with all other preconditions for disbursement of the loan.
- (c) **Disbursement request:** The borrower shall have submitted a request for disbursement in writing. Such Request shall be deemed to have been duly made when made by hand, mail or through the website of HDFC (www.hdfc.com). Requests made may be considered by HDFC as per applicable policies and suitable amounts may be disbursed irrespective of the request received.

4.2 Other Conditions for Disbursement

The obligation of HDFC to make any disbursements under the Loan Agreement shall also be subject to the conditions that:

- (a) **Non-existence of Event of Default:** No event of default as defined in Article 7 shall have happened.
- (b) **Evidence for Utilisation of Disbursement:** Such disbursement shall at the time of request therefor be needed immediately by the borrower for the purpose of purchase or construction of the property as the case may be, and the borrower shall produce such evidence of the proposed utilisation of the proceeds of the disbursement as is found satisfactory by HDFC.
- (c) **Extra-ordinary Circumstances:** No extra-ordinary or other circumstances shall have occurred which shall make it improbable for the borrower to fulfil his obligations under this Agreement.
- (d) **Utilisation of prior Disbursement:** The borrower shall have satisfied HDFC about the utilisation of the proceeds of any prior disbursements.

ARTICLE 5 COVENANTS

5.1 Particular Affirmative Covenants

(a) **Utilisation of loan:** The borrower shall utilise the entire loan for the purchase/construction of the property as indicated by him in his loan application and for no other purpose whatsoever.

(b) Purchase / Construction

The borrower covenants that he shall complete the purchase / construction as indicated by him in his loan application or otherwise and obtain and produce to HDFC a proper completion certificate issued by the concerned municipal corporation or municipality or authority.

The borrower further covenants that it shall be his responsibility to ensure that the construction of the property is in accordance with the National Building Code of India issued by the Bureau of Indian Standards and also meets with the safety standards prescribed therein.

- (c) **Notify causes of delay:** The borrower shall promptly notify any event or circumstances which might operate as a cause of delay in the commencement or completion of the construction/purchase of property.
- (d) **Maintenance of property:** The borrower shall maintain the property in good order and condition and will make all necessary additions and improvements thereto during the pendency of the loan.
- (e) **To notify change in employment etc.:** The borrower shall notify any change in his employment, business or profession within seven days of the change.
- (f) **Compliance with rules etc. and payment of maintenance charges etc.:** The borrower shall duly and punctually comply with all the terms and conditions for holding the property and all the rules, regulations, bye-laws etc., of the concerned Co-operative Society, Association, Limited Company or any other Competent Authority, and pay such maintenance and other charges for the upkeep of the property as also any other dues etc., as may be payable in respect of the said property or the use thereof.

insurance: Notwithstanding what is contained herein or any document or letter the borrower shall be vigilant and he shall ensure that the property is, during the pendency of the loan, always duly and properly insured against all risks such as earthquake, fire, flood, explosion, storm, tempest, cyclone, civil commotion, etc, HDFC being made the sole beneficiary under the policy/policies, and produce evidence thereof to HDFC on his own from time to time. The Borrower shall pay the premium amounts promptly and regularly so as to keep the policy/policies alive at all times during the said period.

- (a) **Loss / Damage to property:** The borrower shall promptly inform HDFC of any material loss / damage to the property that may be caused to it for any reason whatsoever.
- (b) **Title:** The borrower shall ensure that he has absolute, clear and marketable title to the property and that the property shall be absolutely unencumbered and free from any liability whatsoever.
- (c) **The Prevention of Money Laundering Act, 2002**
The borrower declares that all the amounts including the amount of own contribution paid / payable in connection with the property, as well as any security for the loan, is / shall be through legitimate source and does not / shall not constitute an offence of Money Laundering under The Prevention of Money Laundering Act, 2002.

5.2 Notify Additions, Alterations

The borrower shall notify and furnish details of any additions to or alterations in the property or the user of the property which might be proposed to be made during the pendency of the loan. The borrower further undertakes to notify HDFC and furnish details of any addition or alteration or change in the property offered / intended to be offered to secure the loan.

5.3 HDFC's Right to Inspect

The borrower agrees that HDFC or any person authorised by it shall have free access to the property for the purpose of inspection/supervising and inspecting the progress of construction and the accounts of construction to ensure proper utilisation of the loan. The borrower further agrees that HDFC shall have free access to the property for the purpose of inspection at any time during the pendency of loan.

5.4 Negative Covenants

Unless HDFC shall otherwise agree:

- (a) **Possession:** The borrower shall not let out or otherwise howsoever part with the possession of the property or any part thereof.
- (b) **Alienation:** The borrower shall not sell, mortgage, lease, surrender or otherwise howsoever alienate the property or any part thereof.
- (c) **Agreements and Arrangements:** The borrower shall not enter into any agreement or arrangement with any person, institution or local or Government body for the use, occupation or disposal of the property or any part thereof during the pendency of the loan.
- (d) **Change of use:** The borrower shall not change residential use of the property. If the property is used for any purpose other than residential purpose, in addition to any other action which HDFC might take, HDFC shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix in the circumstances of the case.
- (e) **Merger:** The borrower shall not amalgamate or merge the property with any other adjacent property nor shall he create any right of way or any other easement on the property.
- (f) **Surety or Guarantee:** The borrower shall not stand surety for anybody or guarantee the repayment of any loan or the purchase price of any asset.
- (g) **Leaving India:** The borrower shall not leave India for employment or business or for long term stay abroad without fully repaying the loan then outstanding together with interest and other dues and charges including prepayment charges as per the rules of HDFC then in force.

5.5 Appropriation of payments

Unless otherwise agreed to by HDFC any payment due and payable under the Loan Agreement and made by the borrower or received by HDFC would be appropriated towards such dues in the order, namely:

1. costs, charges, expenses, incidental charges and other monies that may have been expended by HDFC in connection with recovery; 2. additional interest and/or liquidated damages on defaulted amounts; 3. prepayment charge, commitment charge and fees; 4. PEMI; 5. EMI; 6. principal amount of the loan.

5.6 **Change in address:** The borrower shall inform HDFC forthwith as regards any change in his address for service of notice.

ARTICLE 6 BORROWER'S WARRANTIES

6 **The Borrower hereby warrants and undertakes to HDFC as follows:**

- (a) **Confirmation of loan application:** The borrower confirms the accuracy of the information given in his loan application made to HDFC and any prior or subsequent information or explanation given to HDFC in this behalf.
- (b) **Disclosure of material changes:** That subsequent to the said loan application there has been no material change which would affect the purchase/construction of the property or the grant of the loan as proposed in the loan application.
- (c) **Charges and encumbrances:** That there are no mortgages, charges, liens or other encumbrances or any rights of way, light or water or other easements or right of support on the whole or any part of the property.
- (d) **Litigation:** That the borrower is not a party to any litigation of a material character and that the borrower is not aware of any facts likely to give rise to such litigation or to material claims against the borrower.
- (e) **Disclosure of defects in property:** That the borrower is not aware of any document, judgement or legal process or other charges or any latent or patent defect affecting the title of the property or of any material defect in the property or its title which has remained undisclosed and/or which may affect HDFC prejudicially.

- (f) **Public schemes affecting the borrower's property:** That the borrower's property is not included in or affected by any of the schemes of Central/State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the Central/State Government or of any Corporation, Municipal Committee, Gram Panchayat, etc.
- (g) **Infringement of local laws:** That no suit is pending in the Municipal Magistrate's Court or any other Court of Law in respect of the property nor has the borrower been served with any Notice for infringing the provisions of the Municipal Act or any Act relating to local bodies or Gram Panchayats or Local Authorities or with any other process under any of these Acts.
- (h) **Disclosure of facts:** That the borrower shall disclose all facts relating to his property to HDFC.
- (i) **Due payments of public and other demands:** That the borrower has paid all public demands such as Income Tax and all the other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
- (j) It shall be the borrower's obligation to keep himself acquainted with the rules of HDFC, herein referred to, in force from time to time.

ARTICLE 7 REMEDIES OF HDFC

If one or more of the events specified in this Article (hereinafter called "events of default") shall have happened, then, HDFC by a written notice to the borrower may declare the principal of and all accrued interest on the loan that may be payable by the borrower under or in terms of this Agreement and/or any other Agreements, documents subsisting between the borrower and HDFC, as well as all other charges and dues to be due and upon such declaration the same shall become due and payable forthwith and the security in relation to all loans shall become enforceable, notwithstanding anything to the contrary in this Agreement or any other Agreement/s or document/s.

7.1 Events of Default

- (a) **Payment of Dues:** Default shall have occurred in payment of EMIs and/or PEMIs and in payment of any other amounts due and payable to HDFC in terms of this Agreement and/or in terms of any other Agreement/s, document/s that may be subsisting or that may be executed between the borrower and HDFC hereafter.
- (b) **Performance of Covenants:** Default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the borrower under this Agreement or any other Agreement/s between the borrower and HDFC in respect of this loan and for any other loan and such default shall have continued over a period of 30 days after notice thereof shall have been given to the borrower by HDFC.
- (c) **Supply of Misleading information:** Any information given by the borrower in his loan application to HDFC for financial assistance is found to be misleading or incorrect in any material respect or any warranty referred to in Article 6 is found to be incorrect.
- (d) **Inability to Pay Debts:** If there is reasonable apprehension that the borrower is unable to pay his debts or proceedings for taking him into insolvency have been commenced.
- (e) **Depreciation of Security:** If the security depreciates in value to such an extent that in the opinion of HDFC further security to the satisfaction of HDFC should be given and such security is not given, inspite of being called upon to do so.
- (f) **Seizure or Disposal of Security:** If the security for the loan is sold, disposed of, charged, encumbered or alienated.
- (g) **Attachment or Distraint on Property:** If an attachment or distraint is levied on the property or any part thereof and/or certificate proceedings are taken or commenced for recovery of any dues from the borrower.
- (h) **Failure to furnish information/documents/post dated cheques:** If the borrower fails to furnish information/documents as required by HDFC under the provisions of Article 2.8(g) or furnish post dated cheques as required by HDFC.
- (i) **Failure to create security:** If the borrower fails to create security as required by HDFC.

7.2 Bankruptcy or Insolvency

If the borrower shall become bankrupt or insolvent, the principal of and all accrued interest on the loan and any other dues shall thereupon become due and payable forthwith, anything in this Agreement to the contrary notwithstanding.

7.3 Notice to HDFC on the Happening of an Event of Default

If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the borrower shall forthwith give HDFC notice thereof in writing specifying such event of default, or such event.

7.4 Issue of certificates

HDFC may issue any certificate as regards payment of any amounts paid by the borrower to HDFC in terms of this Agreement only if the borrower has paid all amounts due under the Agreement to HDFC and the borrower has complied with all the terms of this Agreement.

7.5 Communication with third party, etc.

In the event of default HDFC shall be entitled to communicate, in any manner it may deem fit, to or with any person or persons with a view to receiving assistance of such person or persons in recovering the defaulted amounts. Also, representatives of HDFC shall be entitled to visit the property and/or any place of work of the borrower.

ARTICLE 8 WAIVER

8 Waiver not to impair the Rights of HDFC

No delay in exercising or omission to exercise, any right, power or remedy accruing to HDFC upon any default under this Agreement or any other Agreement or document shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default; nor shall the action or inaction of HDFC in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of HDFC in respect of any other default.



ARTICLE 9 EFFECTIVE DATE OF AGREEMENT

to become Effective from the Date of Execution

Agreement shall have become binding on the borrower and HDFC on and from the date of execution hereof. It shall be in force till all the monies due and payable to HDFC under this Agreement as well as all other Agreement/s, document/s that may be subsisting/executed between the borrower and HDFC are fully paid.

ARTICLE 10 MISCELLANEOUS

Place and Mode of Payment by the Borrower

All monies due and payable by the borrower to HDFC under or in terms of this Agreement shall be paid at the registered office or the concerned regional/branch office of HDFC by cheque or bank draft, drawn in favour of HDFC on a bank in the town or city where such registered office/branch/regional office is situated or in any other manner as may be approved by HDFC and shall be so paid as to enable HDFC to realise the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank draft drawn will be given only on realisation thereof by HDFC.

10.2 Inspection, Refinance, etc.

- (a) The borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the loan, to officers of HDFC. The borrower shall also permit similar inspection by officers of such other companies, banks, institutions or bodies as HDFC may approve and intimate the borrower.
- (b) HDFC shall have the option to obtain any refinance facility or loan from any bank, company, institution or body, against any security that may have been furnished by the borrower to HDFC.
- (c) HDFC shall have the authority to make available any information contained in the loan application form and/or any document or paper or statement submitted to HDFC by or on behalf of the borrower and/or pertaining or relating to the borrower and/or to the loan including as to its repayment conduct, to any rating or other agency or institution or body as HDFC in its sole discretion may deem fit. HDFC shall also have the authority to seek and/or receive any information as it may deem fit in connection with the loan and/or the borrower from any source or person or entity to whom the borrower hereby authorises to furnish such information.

10.3 Assignment

The borrower shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement and/or any other related transaction documents including but not limited to the guarantees without the approval of HDFC. HDFC may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement and/or any other related transaction documents including but not limited to the guarantees. Notwithstanding any such assignment or transfer, the borrower shall, unless otherwise notified by HDFC, continue to make all payments under this Agreement to HDFC and all such payments when made to HDFC shall constitute a discharge to the borrower from its liabilities only to the extent of such payments.

10.4 Service of Notice

Any notice or request required or permitted to be given or made under this Agreement to HDFC or to the borrower shall be given in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or telegram to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have designated by Notice to the party giving such notice or making such request:

For HDFC: Housing Development Finance Corporation Limited
Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020.

For the Borrower: The residential address stated in the schedule or the property address described in the Schedule.

10.5 The borrower agrees/confirms as follows:

- (a) to keep alive the Insurance Policy/Policies assigned in favour of HDFC by paying on time the premium as they fall due and produce the receipts to HDFC whenever required;
- (b) HDFC shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy/policies against the loan and alter the amortisation schedule in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other document or paper;
- (c) that he has scrutinized and is satisfied with the building plan, commencement certificate and all the requisite permissions pertaining to the property and that the construction of the built up area on the property is as per the sanctioned plan and/or applicable building bye-laws and of satisfactory quality. Further, to the extent as may be applicable / possible, the completion certificate has been / shall be obtained. The Borrower further agrees and confirms that HDFC shall not be responsible for any of the foregoing under any circumstances whatsoever.
- (d) HDFC may return the security (if any) to either/any of the borrowers notwithstanding any contrary advice/intimation from either/any of the borrowers at a later date.
- (e) Notwithstanding anything contained in this Loan Agreement the borrower is aware that in order to avail/claim benefit under the Income Tax Act (as in force from time to time) all the payments for the period upto March 31 would need to be paid by him on or before March 31 every year so that the same can be reflected in his statement of account for the concerned financial year.
- (f) The Borrower alone shall be responsible to bear and pay the Stamp Duty, all charges levied by the Central Registry of Securitization Asset Reconstruction and Security Interest of India, as well as all other statutory / regulatory charges / levies / taxes as may be applicable to the Loan, the Security, this Agreement as well as on all other instruments in relation to the Loan / Security (to the extent as may be applicable during the pendency of the Loan).
- (g) The Borrower declares and affirms that the particulars and information given in the application form are true, correct and complete and that he has not withheld any facts which are / were relevant or material for considering his application or granting of the loan by HDFC.

SCHEDULE

Place and Date Of Loan Agreement Loan A/C No.: 645498407
File No. : 645498407

Place : LUCKNOW
Date : 27 27 22
(Month) (Day) (Year)

Product: RESIDENT PLOT PURCHASE LOAN-VARIABLE RATE-
MONTHLY REST

Name of the Borrower
MR KUMAR SUSHIL

Address of the Borrower
J 3
JUDGES COLONY
JUDGES COLONY
BALLIA - 277001

Article Reference

2.1 Amount of Loan
Rs.2500000 (Rupees TWENTY FIVE LAKH ONLY)

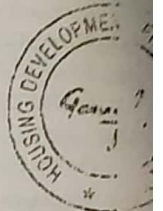
2.2 Interest
RPLR* minus spread 8.40% = 8.2% per annum*.
Interest Rate Reset Revision Cycle: 3 months.

2.6 Amortisation

- (a) Term of repayment 180 months. *
- X (b) EMI-Rs. 24181*
Number of EMIs 180 *
- (c) Date of commencement of EMI 1st day of 27/2/22
- (d) Due Date of payment of first EMI 5th day of 27/2/22
However, in the event of delay or advancement of disbursement, the date of commencement of EMI shall be the first day of the month following the month in which the disbursement will have been completed. In such a case, the due date of payment of the first EMI shall be the 5th day of the month following such month.
- (e) The borrower shall endeavour to pay subsequent EMIs at the end of each respective month but in any case shall pay on or before the 5th day of the following month.



SC



SC

*Subject to variation in terms of this agreement

Description of the property

X Unit-Ggp-E-E02/06 in the building called Eramar Mgf Gontigreens Sector E, situated at S No Pocket Nos.E1-E7, Gonti, Nagar Extension Sector-7 Amar, Shaheed Path, Sector 7, Amar, Shaheed Path, Lucknow, 226010 and construction thereon present and future.

IN WITNESS WHEREOF the parties hereto have signed the day, month and year first above written.

Signed and Delivered by the within-named HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED by the hand of

Mr./Ms. Gaurav Sharma Manager
its authorised signatory Retail Lending

Signed and Delivered by the within-named borrower X MR KUMAR SUSHIL

R E C E I P T

Received the day and year above written from the within named HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED the sum of Rs 2500000 (Rupees TWENTY FIVE LAKH ONLY) by cheque no _____ dated 21/11/20 drawn on HDFC BANK LTD. 31/31 M.G. ROAD, HAZRATGANJ LUCKNOW favouring APARNA DUBEY, A/C:915010050823017, AXIS BANK LTD (UTI BANK)

at borrowers request

I/We say received

X




Handwritten initials



Handwritten initials

Rs. 2500000/-

ON DEMAND, I MR KUMAR SUSHIL



PROMISE to pay to HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED, OR ORDER the sum of Rs. 2500000 only (Rupees TWENTY FIVE LAKH ONLY)

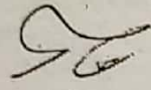
with interest thereon at the rate equivalent to the Retail Prime Lending Rate as may be fixed by HDFC from time to time minus 8.40% per annum for value received.



Place : LUCKNOW

Date : 27/12/20

File No : 645498407



MOST IMPORTANT TERMS AND CONDITIONS (MITC)

File No. : 645488407

(RESIDENT PLOT PURCHASE LOAN-VARIABLE RATE-MONTHLY REST)

The Most Important Terms and Conditions (MITC) of the loan between the Borrower/s - MR KUMAR SUSHIL (File no - 645488407) and Housing Development Finance Corporation Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020, hereinafter called "HDFC" are agreed upon and mentioned as under:

1. Loan

Sanctioned Amount : Rs.2500000 (Rupees TWENTY FIVE LAKH ONLY)

2. Interest

- (i) Type : Floating Rate
- (ii) Interest chargeable : 8.2% i.e. reference rate -8.4% for floating rate loans.
- (iii) Moratorium or subsidy : Not Applicable
- (iv) Date of reset of interest : Three months
- (v) Modes of communication of changes in Interest rate : HDFC informs of such change in Retail Prime Lending Rate (RPLR) through a 'press release' in major leading news papers across India and on its website www.hdfc.com.

3. Instalment Types : Monthly

4. Repayment of the Loan [*]

(a) The amount of EMI : Rs. 24161*

(b) Total number of installments where the loan is repayable in equated monthly installments : 180 months *

* Subject to variation in terms of the loan agreement executed/ to be executed between the Borrower/s and HDFC. HDFC shall endeavor to keep its Borrowers informed of any change in interest rates through its official website(www.hdfc.com), annual statement of accounts, display in its offices and general announcements from time to time. If such change is to the disadvantage of the customer, he/she may within 60 days and without notice close his / her account or switch it without having to pay any extra charges or interest.

5. Loan Tenure : 180 months

6. Purpose of Loan (the purpose for which the loan is sanctioned) : LAND

7. Security/Collateral for the Loan [*]

Security of the loan would generally be security interest on the property being financed and/or any other collateral/ interim security as may be required by HDFC.

(a) Property description : Unit-Ggp-E-E02/06 in the building called Emmar Mgf Gomitgreens Sector E, situated at S No Pocket Nos.E1-E7 Gomti,Nagar Extension Sector-7 Amar,Shaheed Path,,Sector 7,Amar,Shaheed Path,,Lucknow, 226010 and construction thereon present and future.

(b) Guarantee: Names of the Guarantor/s (if any) : Not Applicable

(c) Other Security interest (if any) : Not Applicable



administrative fee shall be applicable if documents collected beyond due date of release of documents.
c. Loan Account statement (time line): Within 3 working days of the receipt of request.

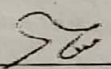
14. Grievance Redressal:

There can be instances where the Borrower is not satisfied with the services provided. To highlight such instances & register a complaint the Borrower may follow the following process:

- a) The Borrower can complain to customer care on www.hdfc.com or
- b) Borrower can meet or write to the Business Head for the respective dealing branch
- c) In case the concern remains unresolved beyond a period of 7 days, the Borrower may escalate the matter to the Managing Director at:
The Managing Director,
HDFC Ltd, HDFC House, H T Parekh Marg, 165-166, Backbay Reclamation, Churchgate, Mumbai 400 020.
- d) In case the Borrower is still not satisfied with the response, the complainant may approach the Complaint Redressal Cell of National Housing Bank by lodging its complaints in Online mode at the link <https://grids.nhbonline.org.in> OR in offline mode by post, in prescribed format available at link <http://www.nhb.org.in/Grievance-Redressal-System/Lodging-Complaint-Against-HFCs-NHB%E2%80%93Physical-Mode.pdf> to Complaint Redressal Cell, Department of Regulation & Supervision, National Housing Bank, 4th Floor, Core 5A, India Habitat Centre, Lodhi Road, ND -110023.

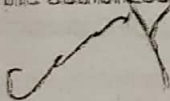
It is hereby agreed that for detail terms and conditions of the Loan, the parties hereto shall refer to and rely upon the loan and other security documents executed to be executed by them. The above terms and conditions have been read by the borrower/s / read over to the borrower by Shri/Smt. Gaurav Sharma of HDFC and have been understood by the borrower/s.

Manager
Retail Lending


(Signature or thumb impression
of the Borrower/s)

Gaurav Sharma
Manager
Retail Lending

(Signature of the authorized person of HDFC)



Print Date: 27-FEB-20